

Rogers et al. v. U.S. Dept. of Health and Human Servs., et al.

Exhibit C

**to Governor Henry McMaster's and Michael Leach's Motion for Summary Judgment and
Memorandum in Support Thereof**

Excerpts from Deposition of Shaneka McDaniel-Oliver

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF SOUTH CAROLINA
3 GREENVILLE DIVISION

Case No. 6:19-cv-01567-TMC

4 -----x
EDEN ROGERS and BRANDY WELCH,
Plaintiffs,

5 -against-
UNITED STATES DEPARTMENT OF HEALTH
AND HUMAN SERVICES;

6
7 XAVIER BECERRA, in his official
capacity as Secretary of the UNITED
8 STATES DEPARTMENT OF HEALTH AND HUMAN
SERVICES;

9
10 ADMINISTRATION FOR CHILDREN AND
FAMILIES;

11
12 JOOYEUN CHANG, in her official
capacity as Assistant Secretary of
13 the ADMINISTRATION FOR CHILDREN AND
FAMILIES;

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15 JOOYEUN CHANG, in her official
capacity as Principal Deputy
Assistant Secretary of the
16 ADMINISTRATION FOR CHILDREN AND
FAMILIES;

17
18 HENRY McMASTER, in his official
capacity as Governor of the
STATE OF SOUTH CAROLINA; and

19
20 MICHAEL LEACH, in his official
capacity as State Director of the
SOUTH CAROLINA DEPARTMENT OF SOCIAL
21 SERVICES,

Defendants.

22 -----x

23 July 8, 2022
24 DEPOSITION OF SHANEKA McDANIEL-OLIVER
25

1 out of the scope.

2 Q. So generally, when these change
3 orders are issued, substantively they are
4 all the same?

5 A. Typically if you have a bunch
6 of providers that is kind of doing the
7 same thing, they are typically going to
8 be the same. If you looked at Miracle
9 Hill and you looked at another provider,
10 there is typically they look the same.

11 Q. So if you look sort of in that
12 first box in the middle of the page, that
13 says, "This contract will be extended to
14 July 1st, 2021 through June 30th, 2022.
15 SCDSS will remove the administrative rate
16 effective July 1st, 2021 at Miracle
17 Hill's written request not to receive
18 these funds. A change to the scope of
19 work has been listed on page 2."

20 Did I read that correctly?

21 A. You did.

22 Q. Does the fact that DSS removed
23 the administrative rate at Miracle Hill's
24 written request not to receive those
25 funds, does that mean this change was

1 unique to Miracle Hill only?

2 A. This change is unique to
3 Miracle Hill only.

4 Q. And no other CPA asks not to
5 receive that administrative rate?

6 A. No other CPA asked, but if they
7 did, we would have done the same thing.

8 Q. And has DSS ever received a
9 request to remove the administrative rate
10 before for a non-therapeutic CPA?

11 A. Not that I am aware of or that
12 I have seen or researched when I looked
13 back, no.

14 Q. Do you know whether or does DSS
15 know whether Miracle Hill receives any
16 other funds from the State or the Federal
17 Government outside of this administrative
18 rate?

19 MR. COLEMAN: Objection to the
20 form of the question. It's outside of
21 the scope of the witness and one
22 that's already been answered in
23 written correspondence with counsel.
24 So I will instruct the witness not to
25 answer.

1 therapeutic. Those are the only two
2 differences that you would have in a
3 rate.

4 Q. I see, okay. That was very
5 clear, thank you. And one other
6 question. If a CPA was refusing to
7 conduct home studies to get any families
8 licensed, would that CPA be in compliance
9 with the requirement that it have
10 families available for placement?

11 A. So, again, I think for the
12 contract, it says contractor must make
13 foster homes for placement of children
14 approved. So we expect CPAs to have
15 those foster homes. If there was
16 something going on with the licensing
17 process, that's before we would actually
18 get involved. That's a licensing
19 standard and regulation.

20 Q. So if for whatever reason none
21 of a CPA's families were getting licensed
22 and the CPA was causing that, would that
23 put that CPA in breach of the contract?

24 A. So there is no recruitment,
25 there is no recruitment and pieces in

1 there, because we only pay when the kids
2 are placed. So if, just throwing it out
3 there, if a CPA is not doing that, then
4 they are not going to get that
5 administrative rate. So I don't know how
6 that would be a breach of contract,
7 because there is no recruitment piece in
8 there. It is to make homes available.
9 And once you get those homes training and
10 support them and have that one-on-one
11 mentoring, there are different things,
12 but that is after they have been
13 licensed.

14 So if you didn't do anything, I
15 think the CPAs are hurting themselves by
16 not actually doing what the contract is.
17 So I don't know if that would qualify as
18 a breach of contract because we don't
19 have a recruitment piece in there. We
20 don't pay for recruitment at all.

21 Q. But if a CPA was not getting
22 any families licensed, would they not be
23 satisfying the requirement of making
24 homes available?

25 A. So if the CPA wasn't getting

1 Q. You have had many conversations
2 with your colleagues?

3 A. I have.

4 Q. You and I have met several
5 times over a period of many weeks?

6 A. We have.

7 Q. For many, many hours? Perhaps
8 more than you would have wished; is that
9 right?

10 A. Yes.

11 Q. Many hours.

12 A. Many hours, yes.

13 Q. Prior to 2019, when DSS first
14 entered a contract for the provision of
15 non-therapeutic foster care services,
16 there were CPAs providing non-therapeutic
17 services, right?

18 A. That is correct.

19 Q. And they were licensed by DSS?

20 A. They are licensed by DSS.

21 Q. But prior to that time, there
22 wasn't a contract specifically for
23 non-therapeutic services for them to get
24 reimbursed?

25 A. That is correct.